

July 10, 2009

Randy S. Otto  
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248-921-1540

Honorable Robert D. Drain  
Docket Number 05-44481 (RDD)  
United States Bankruptcy Judge - Southern District of NY  
One Bowling Green  
New York, NY 10004 -1408

FAX 914-390-4073 (White Plains, NY)

SUBJECT: Docket Number 05-44481 (RDD)

I object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the closing date (emergence date).

A legal, enforceable contract was entered into during bankruptcy. I expect it to be fulfilled by Delphi, as it has been fulfilled by me. These severance payments were provided in exchange for my waiver of certain rights via the Release of Claims and are not a Delphi provided benefit.

In my opinion: the "benefit" has been effected in providing a contract to separated employees. In that regard, the "benefit" created a contract and was accepted, the contract signed by both parties constitutes a new agreement that must be upheld and is not subject to changes in benefit policies after the fact.

Thanks for your consideration in this matter.

  
Randy S. Otto